ANOTHER ATTEMPT TO EVADE THE LOTTERY LAWS.—Fourteen years ago an ingenious merchant tailor in Minneapolis devised a scheme for a "club" of patrons. Each person who joined the "club"—and it consisted of forty members—signed a written contract having forty numbered coupons, whereby he agreed to pay two dollars at the time of signing and one dollar each week for forty consecutive weeks in consideration for which he should each week have the privilege, upon the surrender of a coupon, of drawing for a forty-dollar suit of clothes. Each week the lucky member who drew the suit withdrew from the "club," and a new member was taken in. Each member was, however, guaranteed a forty-dollar suit at the end of his forty weeks, if he did not draw one sooner, and any member had the right to drop out at any time and receive credit for the full amount paid, such credit to be taken out in trade. The tailor was prosecuted under the lottery statutes and convicted. *State* v. *Moren,* 48 Minn. 555.

Undeterred by the fate of the Minneapolis tailor, or possibly ignorant of it, a tailor in Sault Ste. Marie, Michigan, wishing to increase his business, formed a similar "suit club." He was prosecuted under the Michigan statute against lotteries, was found guilty as a matter of law on the evidence, and the opinion of the Supreme Court affirming the judgment below has just appeared. *People* v. *McPhee* (1905), — Mich. —, 103 N. W. Rep. 174.

It was sought by the defendant to exclude his case from the operation of the lottery statute on the ground that the members of the "club" took no risk of loss, but in all cases were guaranteed the full equivalent of the money paid. In other words, it was contended that a scheme whereby one might gain but could not lose was not a lottery under the statute. But the court said that the term "lottery" was generic, and should be construed broadly with a view to remedying the mischiefs intended to be prevented. "No sooner is it defined by a court than ingenuity evolves some scheme within the mischief discussed, but not quite within the letter of the definition given." And the language used in *Ballock* v. *Maryland,* 73 Md. 1, was approved, as follows: "Our statute does not justify a court in deciding a thing is not a lottery simply because there can be no loss, when there may be considerable contingent gain, or because it lacks some element of a lottery according to some particular dictionary definition, when it has all the other elements, with all the pernicious tendencies which the state is seeking to prevent."

The Michigan Supreme Court evidently has no intention of frittering away the moral benefits of the anti-lottery law by sustaining technical and unsubstantial objections to its operation.

SAVING EXCEPTION ON OVERRULING OF MOTION TO QUASH SUMMONS.—The diversity of views held by the courts relative to the right of a defendant to plead generally, without waiving the objection to the jurisdiction of the court over the person, after a motion to quash the writ for defects therein has been overruled, and exception to such ruling saved, is well illustrated in the majority and dissenting opinions in the recent case of *M. Fisher, Sons & Co.* v. *Crowley* (1905), — W. Va. —, 50 S. E. Rep. 422. It was there